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continued before the Court of Appeals here until the first Monday in December next; the same day is given to the said parties there, then to hear the judgment of the Court of Appeals here, of and upon the said premises and so forth. And now at this day, to wit the said first Monday in December being the second day of the said month in the year of our Lord one thousand eight hundred and thirty nine come again into the Court of Appeals here, the parties aforesaid by their attorneys aforesaid. And the said parties by their attornies aforesaid file in Court here an agreement in the words and figures following to wit:-

Henry Dorsey
vs.
McComas and others
heirs at Law of Preston
McComas.

Appeal from the High Court of Chancery.
It is agreed in this case that the record and papers in the case of Joseph Ashton and others vs. Harry G. McComas and others, in Chancery be read and submitted as part of the evidence in the above case
Wm. Schley for Appellant.
Otho Scott, Atty. for Defendants.

Whereupon as well the record and proceedings aforesaid and the decree given in form aforesaid, as the matters aforesaid by the said Henry Dorsey of Edward above for error assigned being seen and by the Court of Appeals here fully understood and mature deliberation thereupon had, for that it appears to the Court of Appeals here that there is error in the record of proceedings aforesaid in the giving of the decree aforesaid. Therefore the Court of Appeals here proceed to pass such a decree as the Court of Chancery ought to have passed in

Henry Dorsey of Ed.
vs.
Bennett Gilbert and others.

No. 56. Appeal from the Court of Chancery.
This cause having been submitted to the Court upon the written arguments of Counsel, and duly considered, It is this 24th day of January 1840 by this Court and the authority thereof ordered and decreed that the order of the Court of Chancery heretofore passed in this cause dismissing the petition of the said Appellant be and the same is hereby reversed with costs to the said Appellant both in this Court and the Court of Chancery and that this cause be and the same is hereby remanded to the Court of Chancery for such further proceedings as shall be consistent with equity and the nature and justice of the petitioners Ex.d claim.
Test, Richard W. Gill, Clerk.

Joshua Green
vs
William Fowler and
John Leighton.

Be it remembered that now here on the second Monday in December being the second day of the said month in the year of our Lord one thousand eight hundred and thirty nine the Chancellor of Maryland in pursuance of the directions of the act of Assembly in such case made and provided transmit to the Court of Appeals here the record of proceedings of a cause which was lately depending before him in the Court of Chancery between Joshua Green complainant and William Fowler and John Leighton defendants and wherein the said Court of Chancery passed a decree for the said William Fowler and John Leighton against the said Joshua Green and from which said decree the said Joshua Green appealed to the Court of Appeals here the tenor of which said record of proceedings is in form following to wit.

Maryland Set. At a Court of Chancery for the State of Maryland begun and held at the city of Annapolis on the fourth Tuesday of September in the year of our Lord one thousand eight hundred and thirty nine.
Present, The Honourable Theodorick Bland Chancellor,
Ramsay Waters Register.

Were had (among other) the following proceedings.-
Joshua Green vs William Fowler and John Leighton. Be it remembered

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that heretofore to wit, on the 8th day of May in the year of our Lord one thousand eight hundred and thirty nine came Joshua Green by Otho Scott Esquire his solicitor into the Court of Chancery of Maryland and exhibited in said Court his bill of complaint against William Fowler and John Leighton in the words following
To the Honourable Theodorick Bland Chancellor of Maryland your orator Joshua Green of Harford County humbly complaining shews to your Honour that your orator on or about the twenty seventh day of March in the year eighteen hundred and thirty seven sold to one William Fowler and John Leighton a parcel of land lying on the east side of the Susquehanna River nearly and bounding thereon opposite the town of Havre De Grace in said County containing about twelve acres and a half of land more or less for the sum of two thousand dollars five hundred dollars of which was to be paid in cash five hundred dollars six months after date, and the residue in eighteen months from date as will be seen by a copy of their written agreement herewith shewn marked Exhibit A which is filed as part of this bill of complaint. That the cash payment was made but the other payments have not been made but the same are due and owing although the time at which the same should have been paid has elapsed your orator further shews that the said Fowler and Leighton are now residents and your orator has no means of obtaining the money due as aforesaid but by resorting to his lien upon said land. Wherefore he prays that the said Fowler and Leighton may answer the premises upon their several and respective corporal oaths and that your Honors will decree a sale of said lands to pay the purchase money due as aforesaid - and that notice by publication may be ordered against the said William Fowler and John Leighton warning them to appear and answer the premises on or before some specified day and in default of their appearing and answering that this bill may be taken pro confesso against the said defendants and that such other and further relief may be granted to your orator in the premises as to your Honor may seem consistent with equity and good conscience, and your orator will ever pray &c.
Otho Scott Solr. for Compltt.

Exhibit A filed with bill. We the undersigned have this day bargained with Joshua Green of the Town of Havre De Grace in Harford County for a parcel of land lying in said County and State of Maryland on the East side of the Susquehanna River supposed to contain about twelve acres and a quarter or twelve and a half acres which said Green has agreed to convey to us on the payments of two thousand dollars payable as follows $500 down, $500 payable in six months from this date with interest and $1000 payable in eighteen months from this date with interest from the date hereof. Witness our hands this 27th day of March 1837.
Witness W. S. Nicholl } William Fowler
John Leighton.

And thereupon subpoena issued accordingly and afterwards on the 9th day of May 1839, the Chancellor passed in said cause an order of publication in the words following:

Joshua Green
(vs)
William Fowler and
John Leighton.

In Chancery 9th May 1839. The object of the Bill filed in this cause is to obtain a decree for the sale of the land hereinafter mentioned to pay the balance of the purchase money due thereon. The Bill states that the complainant on or about the 27th day of March 1837 sold to the defendants Williams Fowler and John Leighton a parcel of land lying on the East side of the Susquehanna River in said County containing about twelve and a half acres more or less for the sum of two thousand dollars five hundred